that a husband is entitled to his wife's domestic services and any money given her in payment of those services is therefore given without consideration. *Zuckerman* v. *Munz,* 48 Tex. Civ. App. 337, held that any amount saved by the wife out of the expense money given her by the husband while insolvent constitutes a gift, which can be avoided by a creditor. But money paid by the husband to the wife for services performed by her in cooking for the husband's hired hands is based upon a valid consideration and is beyond the reach of creditors, where the statute provides that the wages of a married woman for services performed "shall be free from the debts and control of her husband." *Falkenberg, etc.* v. *Johnson, etc.,* 19 Ky. Law Rep. 1606. *Ford Lumber and Manufacturing Co.* v. *Curd,* 150 Ky. 738, presents a set of facts similar to that considered in the principal case except that the husband's earnings here were considerably less. The court in this instance was of the opinion that the accumulations by the wife constituted no fraud upon the creditors, because the earnings were "not more than reasonably sufficient to comfortably provide a home." The Court seems to reason as follows: The insolvent debtor and his wife could have spent all the earnings each week and the creditors could not have reached any part; therefore the creditors should not be in any better position merely because part of the earnings was saved; to hold otherwise would deny to the debtor and his wife the fruits of their industry and economy. But this view overlooks the fundamental principle that it is the duty of an insolvent debtor to economize in favor of his creditors. And the reasoning of this case, if carried to its logical conclusion, would overthrow the generally accepted proposition that the creditors, subject to the exemption laws, have a claim to all assets legally belonging to the insolvent, regardless of how such assets may have been accumulated.

BILLS AND NOTES—NOTICE OF DISHONOR.—Plaintiff sues to recover from the indorser on a foreign bill of exchange. The cashier of the plaintiff bank, who was a notary public, testified that upon due presentment and dishonor, he had personally mailed notice of dishonor at the post-office; that he had on the same day attached a certificate of protest to the bill and also had written across the note "Protested for payment" with his name and date. Another witness testified that such writing was not on the bill several days after it was alleged to have been written. The trial judge admitted evidence of non-receipt of the notice and allowed the case to go to the jury on the question of whether or not notice had been mailed; who found against the plaintiff. On error to the Supreme Court it was held no error. *First National Bank* v. *Star Watch Case Co.* (Mich. 1915), 152 N. W. 722.

The general rule is that the certificate of a notary public as to the posting of notice of dishonor is evidence that cannot be contradicted by evidence of non-receipt. *Wilson* v. *Richards,* 28 Minn. 337. The NEGOTIABLE INSTRUMENTS LAW makes actual receipt immaterial. § 107, Act 265 of Public Acts of Michigan, 1905. There would seem to be no essential distinction between a notary's certificate and his sworn testimony, and this is apparently conceded by the court. It takes the case from the operation of the general rule

and allows the jury to determine the fact, solely on the ground that the notary public as cashier of plaintiff bank was not a disinterested witness. It is sustained by two New York cases. *Kingsland Land Company* v. *Newman,* 36 N. Y. Supp. 960, and *Bank* v. *Diefendorf,* 123 N. Y. 191. The decision is at least open to criticism. It might well be doubted whether the notary's position with the plaintiff bank should make any material difference. His obligations as a notary public are first and foremost and, with reasonable regard for the integrity of a man in a responsible position, it ought not to be imputed that they are likely to be disregarded because of his duties as cashier. A Minnesota case seems to sustain the criticism. On a similar state of facts —except that the notary was book-keeper instead of cashier—it was held that evidence of non-receipt was inadmissible; that it was error for the court below to have admitted it, and that because of notary's affiliation with the plaintiff bank it could not properly be inferred that he was officially delinquent. It re-inforces its decision by giving he reasons of business expediency why the jury should not be allowed to pass upon the question. *Wilson* v. *Richards,* 28 Minn. 337.

CARRIERS—INTRA-STATE RULE AS TO EFFECT OF LIMITATIONS OF LIABILITY IN BILL OF LADING.—The shipper in an intra-state shipment was allowed to recover the full value of the goods lost, although the bill of lading and schedules filed with the State Railroad Commission contained a stipulation limiting liability to Five Dollars unless a greater value was declared. Defendant contended that the shipper was charged with notice of the rates and schedules filed with the Railroad Commission, and having accepted the bill of lading without dissent, he was bound by its terms. The court *held* that when property is tendered for shipment it is presumed that the shipper desires to ship it unreleased and collect full value in case of loss or damage. Rates and schedules, limiting the liability of the carrier in consideration of reduced rates, are binding only when called to the attention of the shipper and he has assented thereto. *Wise* v. *Atlantic Coast Line Co.* (S. C. 1915), 86 S. E. 22.

This is contrary to the Federal Rule in case of inter-state shipments. A regulation filed with the Interstate Commerce Commission, limiting the liability of the carrier to a specified amount in the absence of the declaration of a greater value is conclusively presumed a part of the contract of shipment, and governs the liability of the carrier. *Boston & Maine Railroad* v. *Hooker,* 233 U. S. 97; *Adams Express Co.* v. *Croninger,* 226 U. S. 97. The shipper must at his peril take notice of the regulations and schedules filed with the Interstate Commerce Commission, and an acceptance of a bill of lading containing stipulations in accordance therewith, is binding on the shipper. *Colby* v. *American Express Co.* (1915), 94 Atl. 198; *Louisville & N. R. Co.* v. *Miller,* 156 Ky. 677; *Ford* v. *Chicago, R. I. & P. R. Co.,* 123 Minn. 87. The Cummins Act of March 4, 1915, seems to have changed the Federal Rule somewhat by making the carrier liable for the full value of the goods lost, in spite of such schedules and limitations in the bill of lading, where the carrier is aware of the true value and character of the goods